

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

UNITED STATES OF AMERICA

V.

2006 MASERATI QUATTROPORTE,
VIN ZAMCE39A060023293; AND
2010 MERCEDES BENZ E350,
VIN WDDHF5GB2AA065729

Defendants in Rem.

**CAPITAL ONE AUTO FINANCE, A
DIVISION OF CAPITAL ONE, N.A.**
Claimant.

CLAIM OF INTEREST IN PROPERTY

COMES NOW, Claimant Capital One Auto Finance, a Division of Capital One, N.A., (hereinafter "Capital One") in the above-styled case, by and through undersigned counsel, and hereby files this Claim of Interest in Property pursuant to 21 U.S.C. § 853(n)(2), and hereby states the following:

1

Capital One holds a valid perfected security interest in that certain as 2006 Maserati Quattroporte, Vechile Identify Number: ZAMCE39A060023293, (collectively the "Collateral"), by virtue of a Retail Installment Contract - Simple Finance Charge (the "Contract") attached hereto as Exhibit "A" and Electronic Title Information attached hereto as Exhibit "B".

2

Capital One holds a valid perfected security interest in that certain 2010 Mercedes Benz E350, Serial Numbers WDDHF5GB2AA065729 (collectively the “Collateral”), by virtue of a Retail Installment Contract - Simple Finance Charge (the “Contract”) attached hereto as Exhibit “C” and Certificate of Title attached hereto as Exhibit “D”.

3.

Claimant knows of no other parties having an interest in the collateral.

4.

Claimant hereby verifies upon oath and affirmation, under penalty of perjury, that the foregoing is true and correct to the best of his knowledge and belief.

WHEREFORE, Capital One moves this Court for an order terminating the order of forfeiture as to the above-described Collateral, and for such other and further relief as the Court deems just and appropriate.

Dated this 17th day of February, 2015.

/s/ Vanessa A. Leo

Thomas S. Topping, GBN 714716
Vanessa A. Leo, GBN 410598

Topping & Associates, LLC
1930 North Druid Hills Road, Suite B
Atlanta, Georgia 30319
(404)728-0220

491.00007
AJ

IN THE UNITED STATES DISTRICT COURT
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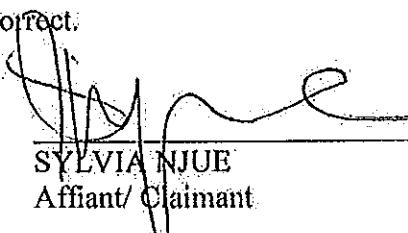
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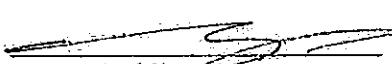
CRIMINAL CASE NO.:
1:14-CR-188-AT-GGB

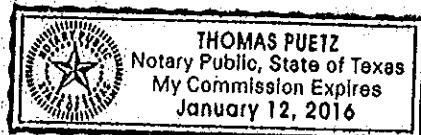
VERIFICATION

Personally appeared before the undersigned officer, duly authorized to administer oaths, Sylvia Njue, who after having been duly sworn, deposes and states under oath that the facts set forth in the within and foregoing Pleadings are true and correct.


SYLVIA NJUE
Affiant/ Claimant

Sworn to and subscribed
before me this 17th day of February, 2015.


Notary Public
My Commission Expires: January 12, 2016



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IN THE UNITED STATES DISTRICT COURT
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v. *

2006 MASERATI QUATTROPORTE, *
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Defendants in Rem. *

CAPITAL ONE AUTO FINANCE, A *
DIVISION OF CAPITAL ONE, N.A. *
Claimant. *

CERTIFICATE OF SERVICE

I, the undersigned, an attorney with Topping & Associates, LLC, certify that I am, and at all times hereinafter mentioned was more than 18 years of age; and

That on the 17th day of February 2015, I served a copy of the within *Claim of Interest in Property* filed herein, by first class U.S. Mail with adequate prepaid postage, to said respondents in this matter as follows:

Michael J. Brown, Esq.
Assistant U.S. Attorney
U.S. Department of Justice
Richard Russell Federal Building
75 Spring Street S.W.
Suite 600
Atlanta, Georgia 30303

Jerome J. Froelich, Jr., Esq.
McKenney & Froelich
1360 Peachtree Street,
Suite 190
Atlanta, GA 30309

John A. Horn, Esq.
United States Attorney
U.S. Department of Justice
Richard Russell Federal Building
75 Spring Street S.W.
Suite 600
Atlanta, Georgia 30303

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed On: 2/17/15

By: /s/ Vanessa A. Leo
Thomas S. Topping, GBN 714716
Vanessa A. Leo, GBN 410598

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge: We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments: We may apply each payment to the earned and unpaid part of the Finance Charge to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay: We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will increase if you pay late and less than you pay early. Charges may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your unpaid payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay: You may prepay any or part of the unpaid part of the Amount Financed at any time with our permission. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing: You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle: You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, abuse, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security interest: You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you;
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- d. Insurance you must have on the vehicle: You agree to have physical damage insurance coverage and/or collision insurance coverage for the term of this contract. You must carry our interest in the vehicle. If you do not have insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy other types of insurance, we will let you know what type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.
- e. If the vehicle is lost or damaged: You agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- f. What happens to returned insurance, maintenance, service, or other contract charges: If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges: You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

- b. If you pay late, we may also take the steps described below.
- c. You may have to pay us you owe at once: If you break your promises (default), we may demand that you pay us all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information you owe on this contract at once, without means;
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you of your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- d. You may have to pay collection costs: If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.
- e. We may take the vehicle from you: If you default, we may take (repossess) the vehicle even if we do not personally and the law allows it. If your vehicle has an electronic locking device, you agree that we may use the device to lock your vehicle. If we take the vehicle, we may keep it, repair it, and replace parts of it. Any parts we take from the vehicle if any parts are in the vehicle, we may keep them for your repair. If you do not ask for the vehicle back, we may dispose of them as the law allows.
- f. How you can get the vehicle back: If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- g. We will sell the vehicle: If you do not get it back, if you do not redeem, we will sell the vehicle. We will send you a written notice 30 days before selling the vehicle.
- h. We will apply the money from the sale less allowed expenses to the amount you owe. Allowed expenses are expenses to pay as a direct result of taking the vehicle holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (profits), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- i. What we may do about "optional insurance, maintenance, service, or other contracts": This contract may include charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTY/SELLER DISCLAIMER

- a. Unless the Seller retains a written warranty or endorses a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.
- b. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Disclosure: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

- a. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del contrato de venta. La información del formulario de la ventanilla deje sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Applicable Law

- a. Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "Personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. Unless expressly authorized under the Georgia Motor Vehicle Sales Finance Act, Buyer will not assert against any subsequent holder or assignee of this contract (by claim or defense) the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.


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Perfected

Account		Actions»	
VIN/HIN: ZAMCE39A060023293	Status: Perfected (PT)	Titling State: GA	Year: 2006

Account: [REDACTED] Loan: 1001 LoanSufix: 301 Branch: 800

 Primary customer: PIOMBINO, ADAM C
 Secondary customer: [REDACTED]

 Recovery type:
 Amount Financed: 38510.81
 Financed date: 06/29/2011

 Expected payoff date: 06/26/2017
 Payoff date:
 Perfected date: 7/19/2011

State: GA

Account subtype: None

Expected Contract Type:

 User Defined 3:
 Lienholder Status Code:

Business Unit:

Dealer ID/Name: 27898 / ATLANTA USED CARS CENTER INC



Title		Actions»	
VIN/HIN: ZAMCE39A060023293	State: GA	Title Number: 774412111942007	Title-Electronic Perfecting

Year: 2006 Make/Builder: MASE Model:

 Owner(s): ADAM CHARLES PIOMBINO
 Lienholder: CAPITAL ONE AUTO FINANCE
 Match Type: AUTOMATIC
 Match Date: 7/19/2011
 Issuance Date: 7/19/2011
 Imported Date: 7/19/2011

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. Money will change hands. You will make the Percentage Rate on the unpaid part of the Amount Financed.
- c. How we will apply payments. We may apply each payment to the unpaid and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed, and to other amounts you owe under this contract in any order we choose.
- d. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Charges may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice letting you about these changes before the first scheduled payment is due.
- e. You may prepay. You may pay all or part of the unpaid part of the Amount Financed at any time without penalty if you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

- b. Moving the vehicle. You agree to remove the vehicle from the U.S. or Canada, or to sell, rent, or transfer any interest in the vehicle under this contract without our written permission. You agree not to export the vehicle to another country or to voluntary transfer. If we pay any repair bills, storage bills, taxes, license or charges on the vehicle, you agree to repay the amount when we ask for it.

c. Security interest.

- You give us a security interest in:
 - The vehicle and all parts or goods put on it.
 - All money or goods received (proceeds) for the vehicle.
 - All insurance, maintenance, service, or other contracts we finance for you.
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This security interest of what you owe on this contract, it also secures your other obligations in this contract. You will make part the title shows our security interest held in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss or damage to the vehicle for the terms of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe on the vehicle.

- e. What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - If without delay, we may demand that you pay as you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give us false, incomplete, or misleading information about you or your property;
 - You start a proceeding in bankruptcy or one is started against you or your property;
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you do.

- c. You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.

d. We may take the vehicle from you if you default, we may take (possess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we will store them for you at your expense. If you do not take the vehicle back, we may dispose of them as the law allows.

- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will let you know how much to pay to redeem. You do not have to pay when you redeem.

- f. We will not take the vehicle if we do not have it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before letting the vehicle.

We will apply the money from the sale, less allowed expenses to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (profits), we will give it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest rate under the law.

- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges. If refund what you owe or replace the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- 5. Used Car Buyers Guide. The information you see on the window label for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract or sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventana para este vehículo forma parte del presente contrato. La información del formulario de la ventana le deja sin efecto toda disposición en contrato contenida en el contrato de venta.

6. Servicing and Collection Contacts.

You agree that we may try to contact you in writing, by e-mail, or using pre-recorded/facsimile voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLUSES AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract, unless the law allows.

